

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373008

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fiberweb, Inc.		02/11/2016	CORPORATION: SOUTH CAROLINA
Providencia USA, Inc.		02/11/2016	CORPORATION: NORTH CAROLINA
Fiberweb Geos, Inc.		02/11/2016	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Term Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES
Name:	Bank of America, N.A., as ABL Collateral Agent
Street Address:	100 N. Tryon Street
Internal Address:	Bank of America Corporate Center, NC1-007-14-24
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	739855	REEMAY
Registration Number:	740087	REEMAY
Registration Number:	1524559	TYPAR HOUSEWRAP
Registration Number:	1689094	THE SILENT GARDNER
Registration Number:	1704986	TYPAR
Registration Number:	1784729	BIO BARRIER THE ROOTS STOP HERE.
Registration Number:	1786167	SYNERGEX
Registration Number:	1871041	QUALIFLO
Registration Number:	2153087	MASTERFLO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2268451	MICROCELL
Registration Number:	2380016	STARWEB
Registration Number:	2962402	BIOBARRIER
Registration Number:	3166702	ELIXIR
Registration Number:	3410680	FIBERWEB
Registration Number:	3420112	SURROUND
Registration Number:	3862137	SURROUND
Registration Number:	4473668	FIBERWEB
Registration Number:	4808980	TYPAR
Registration Number:	4808993	REEMAY
Registration Number:	1844113	QUALIFLO

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 015056

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 02/12/2016

Total Attachments: 12

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated and effective as of February 11, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), among certain subsidiaries of the Company (as defined below) identified on the signature pages hereto (such subsidiaries, the "Grantors"), BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "ABL Collateral Agent") for the ABL Secured Parties, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as CREDIT SUISSE, CAYMAN ISLANDS BRANCH), as collateral agent (in such capacity, the "Term Collateral Agent", and together with the ABL Collateral Agent, the "Collateral Agents") for the Term Secured Parties.

WHEREAS, BERRY PLASTICS GROUP, INC., a Delaware corporation ("Holdings"), BERRY PLASTICS CORPORATION, a Delaware corporation (the "Company"), the lenders and agents named therein, and Credit Suisse AG, Cayman Islands Branch (formerly known Credit Suisse, Cayman Islands Branch), as administrative agent for such lenders, are parties to that certain Second Amended and Restated Term Loan Credit Agreement dated as of April 3, 2007 (as amended, restated, supplement or otherwise modified from time to time, the "Term Loan Agreement");

WHEREAS, Holdings, the Company, the other borrowers party thereto from time to time, the lenders party thereto from time to time, Bank of America, N.A., as administrative agent, and the other parties thereto are parties to that certain Amended and Restated Revolving Credit Agreement dated as of April 3, 2007 (as supplemented by that certain Borrower Joinder Agreement dated as of the date hereof by among the Grantors party thereto and the ABL Collateral Agent, and as otherwise amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement");

WHEREAS, the lenders party to each Credit Agreement have agreed to extend credit to the Company and the Subsidiary Borrowers (in the case of the ABL Credit Agreement) (collectively, the "Borrowers"), in each case subject to the terms and conditions set forth in the respective Credit Agreements. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the Second Amended and Restated First Lien Guarantee and Collateral Agreement, dated as of April 3, 2007 among Holdings, the Company, each subsidiary of the Borrower identified therein and the Collateral Agents (as supplemented by the Supplement to the Collateral Agreement, dated as of the date hereof among the Grantors party thereto and the Collateral Agents, and as otherwise amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined in the Collateral Agreement;

WHEREAS, under the terms of the Collateral Agreement, each Grantor has granted to each of the (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed under the terms of the Collateral Agreement to enter into this IP Security Agreement, for recording with the United States Patent and

Trademark Office, the United States Copyright Office (and any successor office or any similar office in any other country); and

WHEREAS, Holdings and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreements, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend credit to the Borrowers in accordance with the terms of the Credit Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to each of (A) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (B) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, and hereby grants to each of (X) the ABL Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties and (Y) the Term Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Collateral");

- (a) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), together with the goodwill symbolized thereby (the "Trademarks");
- (c) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of such Grantor's Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights, the United States Commissioner for Patents and the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, each Administrative Agent and each Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is in conflict with the Collateral Agreement, any Credit Agreement or any Intercreditor Agreement, the provisions of the Collateral Agreement, the applicable Credit Agreement or the applicable Intercreditor Agreement, as the case may be, shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Priority. Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Term Loan Obligations (as defined in the Senior Lender Intercreditor Agreement) granted on the Collateral or of any Liens securing the Revolving Facility Obligations (as defined in the Senior Lender Intercreditor Agreement) granted on the Collateral and notwithstanding any provision of any UCC, or any other applicable law or the Revolving Facility Documents or the Term Loan Documents or any defect or deficiencies in, or failure to perfect, the Liens securing the Revolving Facility Obligations or the Term Loan Obligations or any other circumstance whatsoever, the ABL Collateral Agent, on behalf of itself and the Revolving Facility Secured Parties and the Term Collateral Agent, on behalf of itself and the Term Loan Secured Parties each hereby agrees that the Liens of each Collateral Agent shall be of equal priority.

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IN WITNESS WHEREOF, each Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

FIBERWEB, INC.
PROVIDENCIA USA, INC.

By: 

Name: Jason K. Greene

Title: Executive Vice President and General
Counsel

[Signature Page to First Lien IP Security Agreement]

TRADEMARK
REEL: 005730 FRAME: 0651

FIBERWEB GEOS, INC.

By: _____



Name: Jason K. Greene

Title: Executive Vice President and General
Counsel

[Signature Page to First Lien IP Security Agreement]

TRADEMARK
REEL: 005730 FRAME: 0652

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

as Term Collateral Agent

By:  _____

Name: Robert Hetu

Title: Authorized Signatory

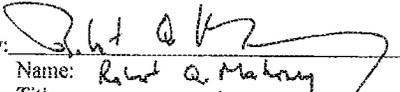
By:  _____

Name: Greg Fantoni

Title: Authorized Signatory

[Signature Page to First Lien IP Security Agreement]

BANK OF AMERICA, N.A.,
as ABL Collateral Agent

By: 
Name: Robert A. Matney
Title: Sr. Vice President

[Signature Page to First Lien IP Security Agreement]

**Schedule A
Patents**

Owner	Title	Patent No.	Issue Date	Application No.	Application Date	Country
Fiberweb, Inc.	Area bonded nonwoven fabric from single polymer system	8,951,633	10-Feb-15	13/739,588	11-Jan-13	United States of America
Fiberweb, Inc.	Area bonded nonwoven fabric from single polymer system	8,465,611	18-Jun-13	13/150,461	1-Jun-11	United States of America
Fiberweb, Inc.	Microporous composite sheet material	8,328,968	11-Dec-12	13/447,898	16-Apr-12	United States of America
Fiberweb, Inc.	Microporous composite sheet material	8,222,164	17-Jul-12	13/111,186	19-May-11	United States of America
Fiberweb, Inc.	Area bonded nonwoven fabric from single polymer system	7,994,081	9-Aug-11	12/228,656	14-Aug-08	United States of America
Fiberweb, Inc.	Impact resistant sheet material	7,984,591	26-Jul-11	11/837,100	10-Aug-07	United States of America
Fiberweb, Inc.	Microporous composite sheet material	7,972,981	5-Jul-11	10/386,004	11-Mar-03	United States of America
Fiberweb, Inc.	Bicomponent sheet material having liquid barrier properties	7,790,641	7-Sep-10	11/460,453	27-Jul-06	United States of America
Fiberweb, Inc.	Production of wetlaid-spunbond laminate membrane support	7,470,639	30-Dec-08	11/369,243	7-Mar-06	United States of America
Fiberweb, Inc.	Microporous Composite Sheet Material			13/680,380	19-Nov-12	United States of America
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/530,674	22-Jun-12	United States of America

Schedule A-1

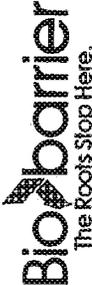
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Owner	Title	Patent No.	Issue Date	Application No.	Application Date	Country
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/530,432	22-Jun-12	United States of America
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/530,425	22-Jun-12	United States of America
Fiberweb, Inc.	Vapor-Permeable, Substantially Water-Impermeable Multilayer Article			13/523,028	14-Jun-12	United States of America
Providencia USA, Inc.	Nonwoven wipe with bonding pattern	9,096,961	4-Aug-15	13/458,169	27-Apr-12	United States of America
Providencia USA, Inc.	Nonwoven wipe with bonding pattern			14/744,547	19-Jun-15	United States of America
Fiberweb Geos, Inc.	Sealing growth enhancing device	6,138,404	31-Oct-00	08/936,901	25-Sep-97	United States of America
Fiberweb Geos, Inc.	Sealing growth enhancing device	6,263,613	24-Jul-01	09/694,926	24-Oct-00	United States of America

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Schedule A-2

**Schedule B
Trademarks**

Owner	Mark	Registration No.	Registration Date	Application No.	Application Date	Country
Fiberweb, Inc.	REEMAY	739855	30-Oct-62	72131480	7-Nov-61	United States of America
Fiberweb, Inc.	REEMAY	740087	30-Oct-62	72131481	7-Nov-61	United States of America
Fiberweb, Inc.		1524559	14-Feb-89	73695878	16-Nov-87	United States of America
Fiberweb, Inc.	THE SILENT GARDNER	1689094	26-May-92	74135874	4-Feb-91	United States of America
Fiberweb, Inc.	TYPAR	1704986	4-Aug-92	74206636	25-Sep-91	United States of America
Fiberweb, Inc.		1784729	27-Jul-93	74227009	3-Dec-91	United States of America
Fiberweb, Inc.	SYNERGEX	1786167	3-Aug-93	74203480	16-Sep-91	United States of America
Fiberweb, Inc.	QUALIFLO	1844113	12-Jul-94	74391703	17-May-93	United States of America
Fiberweb, Inc.		1871041	3-Jan-95	74473801	21-Dec-93	United States of America
Fiberweb, Inc.	MASTERFLO	2153087	21-Apr-98	75173044	27-Sep-96	United States of America
Fiberweb, Inc.	MICROCELL	2268451	10-Aug-99	75412806	31-Dec-97	United States of America
Fiberweb, Inc.	STARWEB	2380016	22-Aug-00	75565136	6-Oct-98	United States of America
Fiberweb, Inc.	BIOBARRIER	2962402	14-Jun-05	78363167	5-Feb-04	United States of America
Fiberweb, Inc.	ELIXIR	3166702	31-Oct-06	78662514	1-Jul-05	United States of America
Fiberweb, Inc.	FIBERWEB	3410680	8-Apr-08	78815111	15-Feb-06	United States of America
Fiberweb, Inc.	SURROUND	3420112	29-Apr-08	78717243	21-Sep-05	United States of America
Fiberweb, Inc.	SURROUND	3862137	12-Oct-10	77980214	22-Jul-09	United States of America

Owner	Mark	Registration No.	Registration Date	Application No.	Application Date	Country
Fiberweb, Inc.	fiberweb	4473668	28-Jan-14	85790605	29-Nov-12	United States of America
Fiberweb, Inc.	 TYPAR	4808980	8-Sep-15	85934979	17-May-13	United States of America
Fiberweb, Inc.	 REEMAY	4808993	8-Sep-15	85947422	31-May-13	United States of America

Schedule C

None.

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